



MILWAUKEE COUNTY

Department of Child Support Services

REQUEST FOR PROPOSAL CHILDREN FIRST PROGRAM



JOHN P. HAYES CENTER • CHILD SUPPORT

Milwaukee County

JIM SULLIVAN • Director

JANET NELSON
Chief Legal Counsel

AGNES MARCINOWSKI
Operations

JETAUNNE
RICHARDSON
Program Manager

DATE: September 1, 2016
TO: Interested Parties
FROM: Jim Sullivan, Director
Milwaukee County Child Support Services

RE: Request for Proposals – Children First Program

The Milwaukee County Department of Child Support Services is seeking proposals from qualified agencies to provide Children First case management services to Milwaukee County child support case participants under a Purchase of Service Agreement in 2017.

Services sought under this Request for Proposals (RFP) may include providing:

- Case management
- Job search assistance
- Work experience
- Training opportunities
- Documentation of activities

Program description and application materials will be available beginning **Thursday, September 1, 2016** on the **Milwaukee County web page** at: <http://county.milwaukee.gov/bop> or from the John P. Hayes Center, Child Support Services, 901 North 9th Street, Room 101, Milwaukee, WI 53233.

Completed applications must be received no later than **1:30PM C.S.T., Friday, September 23, 2016, as detailed in the RFP.**

All proposers must complete and file a Notice of Intent to Respond by **Friday, September 9, 2016** via email james.sullivan@milwaukeecountywi.gov or drop completed forms at John P. Hayes Center, Child Support Services, 901 North 9th Street, Room 101, Milwaukee, WI 53233.

Thank you for your interest in the Department of Child Support Services RFP process.

Jim Sullivan, Director
Milwaukee County Department of Child Support Services

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NOTICE OF INTENT TO RESPOND

Milwaukee County

REQUEST FOR PROPOSAL (RFP)

CHILDREN FIRST PROGRAM

To participate in this RFP return this form and **written questions** to: Jim Sullivan of the Milwaukee County Department of Child Support Services via fax (414) 223-1834 or email at james.sullivan@milwaukeecountywi.gov **on or before September 9, 2016.**

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Fax: _____

2. RFP INFORMATION

The Manager for this RFP is JeTaunne Richardson.

Address:

John P. Hayes Center
Milwaukee County Department of Child Support Services
901 N. 9th Street, Rm. 101
Milwaukee, WI 53233
Tel 414. 278.5239
Fax 414.223.1834
Email jetaunne.richardson@milwaukeecountywi.gov

INQUIRIES, QUESTIONS AND RFP ADDENDA

Proposers are expected to raise any questions they have concerning the RFP and appendices during this process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer must immediately notify the RFP Manager of such error and request modification or clarification of the RFP.

Proposers must submit their Notice of Intent to Respond and questions via email at james.sullivan@milwaukeecountywi.gov or drop completed forms at John P. Hayes Center, Child Support Services, 901 North 9th Street, Room 101, Milwaukee, WI 53233 on or before **September 9, 2016**. **All questions must cite the appropriate RFP section number.** In addition, all questions should be submitted to james.sullivan@milwaukeecountywi.gov via email.

It is the intent of the County that these questions will be answered and posted on: <http://county.milwaukee.gov/bop> on or before **September 16, 2016**. All vendors who send in a Notice of Intent to Respond form will receive an email with a copy of the questions and answers only if email address is provided.

In the event that a vendor attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than Jim Sullivan or JeTaunne Richardson on any matter related to the proposal, the vendor may be disqualified.

If a vendor discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the vendor's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a Contract containing the RFP provision(s) in question, the vendor must immediately notify Jim Sullivan in writing requesting modification or clarification of the proposal request.

No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to

SECTION 2 – RFP INFORMATION

Website: <http://county.milwaukee.gov/bop>. **Proposers must check the website for posted addenda; they are encouraged to check daily.**

If, prior to the date fixed for the submission of bids/proposals, a Proposer fails to notify Purchaser of an error about which it knew or should have known, and if a Contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The provisions of the bid/proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

REASONABLE ACCOMMODATIONS

The County will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities upon request. If the Proposer needs accommodations, please contact the RFP Manager.

ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the table below titled “RFP Dates.” In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing an addendum to this RFP **which will be posted to Website at: <http://county.milwaukee.gov/bop>.**

Proposals are due by **1:30 PM CST on September 23, 2016.**

RFP Schedule

RFP Milestones	Completion Dates
RFP issue date	September 1, 2016
Notice of Intent to Respond due	September 9, 2016
Written Q&A posted to website	September 16, 2016
Written Proposals due	September 23, 2016; 1:30 PM CST

SUBMITTING THE PROPOSAL

Completed responses must be received no later than **1:30PM C.S.T., Friday, September 23, 2016** at John P. Hayes Center, Child Support Services, 901 North 9th Street, Room 101, Milwaukee, WI 53233.

In addition a copy of proposal can be sent to JeTaunne Richardson of the Milwaukee County Department of Child Support Services at JeTaunne.richardson@milwaukeecountywi.gov.

SECTION 2 – RFP INFORMATION

The County reserves the right to amend or withdraw this RFP at any time without notice or penalty. If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:

<http://county.milwaukee.gov/bop>.

If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. The County will send an email to a Proposer who is registered for the Pre-proposal Meeting informing the Proposer that a change has been made to the RFP. Vendors who download or pickup RFP after the Pre-Proposal Meeting or who did not register for the Pre-proposal Meeting will not receive this notification email. Therefore, the **County encourages all Proposers to access the RFP on the County website daily** to ensure that Proposer is kept up-to-date on any and all changes to the RFP.

MODIFICATION OF PROPOSAL

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time.

To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the closing date and time.

INCURRING COSTS

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions or negotiations of the Contract.

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1 PROPOSAL SCORING AND SELECTION PROCESS

All Proposals will first be reviewed by the RFP Manager to determine if 1) all “Mandatory Requirements” have been met; 2) the Proposals contain the required forms properly completed; and 3) submittal requirements are met. Failure to submit specified forms and follow submittal requirements may result in the Proposal being rejected. **Failure to meet “Mandatory Requirements” or any terms and conditions will result in the Proposal being rejected.** In the event that none of the Proposers meet one or more of the specified requirements, the County reserves the right to continue the evaluation of the Proposals and to select the Proposals that most closely meet the requirements specified in this RFP.

Accepted Proposals will be reviewed by an Evaluation Committee (“Committee”) and scored against the stated criteria (Section 3.2). **A Proposer may not contact any member of the Committee except at the RFP Manager’s direction.** A Proposer’s unauthorized contact of a Committee member shall be grounds for immediate disqualification of the Proposer’s Proposal. The Committee may review references and use the results in scoring the Proposals. However, the County reserves the right to make a final selection based solely upon evaluation of the written Proposals should it find it to be in its best interest to do so.

The Contract awarded will be determined by evaluating Proposals against the criteria listed in Section 3.2, including price/cost, so that the Proposers offering the best service and price to the County will be selected to receive an award.

The Committee has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. **The Proposer is responsible for any Proposal inaccuracies, including errors in the Proposer’s Cost Proposal and any best and final offer (if applicable).** The County reserves the right to reject Proposals that contain errors or, at its sole discretion, waive disqualifying errors or gain clarification from a Proposer, in the event that it is in the best interest of the County to do so.

The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

3.2 EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in two separate stages

In Stage 1, the Proposals submitted in response to this RFP will be evaluated on the following criteria:

1. Plan for contract execution (50 points) - The plan for contract execution will be judged on the Vendor’s overall design of the project in response to achieving the services as

SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS

defined in this RFP, including service area. The Vendor must be able to provide services in all areas of Milwaukee County. **North:** 53209, 53216, 53218, 53222, 53223, 53224, 53225, 53226. **Central:** 53201, 53202, 53205, 53206, 53208, 53210, 53211, 53212, 53233. **South:** 53110, 53129, 53130, 53132, 53154, 53172, 53203, 53204, 53207, 53213, 53214, 53215, 53219, 53220, 53221, 53227, 53228, 53234, 53235, 53236, 53237, 53244

2. Prior experience (25 points) - The Vendor's experience will be judged on, but not limited to, the length, depth, and applicability of all prior work experience and job-training services in the public and private sectors. Any or all clients listed in the references submitted may be contacted.
3. Price (10 points) – Vendor will be compensated at the hourly rate of \$30.00 per hour for the first 10 hours with an additional \$100.00 to be paid upon the individual's completion of the program. Additional payment is possible for ongoing eligible case management services as defined by the State.
4. Community Resources (15 points) – The Vendor must have a relationship with a job center or workforce investment board along with the ability to link to additional community resources and present program information during special events.

The Evaluation Committee's scores will be tabulated, and the Proposals will be ranked based on the numerical scores received.

3.3 STAGE TWO EVALUATION, AWARDS AND FINAL OFFERS

In the second stage of the evaluation process, up to the top four scoring Proposers will be contacted with the expectation of Proposer discussions, which may include "one-on-one" negotiations, site visits to Proposers' premises and presentations by Proposers to Committee. The County may opt to clarify Proposals, and contact references for only the top two finalists, should it be in the best interest of the County. Any award to a Proposer is contingent upon their signing the County's Contract.

3.4 RIGHT TO REJECT PROPOSALS

The County reserves the right to reject any and all Proposals. This RFP does not commit the County to award a contract, or contracts.

3.5 NOTICE OF INTENT TO AWARD

All Proposers who respond to this RFP will be notified in writing of the County's intent to award a contract(s) as a result of this RFP. **A Notification of Intent to Award a contract does not**

SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS

constitute an actual award of a contract, nor does it confer any contractual rights or rights to enter into a contract with the County.

After Notification of the Intent to Award is made, copies of all Proposals will be made available for public inspection. Any public inspection will be conducted under the supervision of County staff. Copies of proposals will be made available for public inspection from 8:00 a.m. to 4:30 p.m. at:

Milwaukee County Department of Child Support Services
John P. Hayes Center
901 North 9th Street, Room 101
Milwaukee, WI 53233

Vendors should schedule reviews with JeTaunne Richardson, Child Support Program Manager at 414.278.5239.

3.6 PROTEST AND APPEALS PROCESS

Notices of Intent to Protest, and Protests, must be made in writing. The protest must be as specific as possible and should identify deviations from published criteria or Milwaukee County Code of General Ordinances, Milwaukee County Board Resolutions, rules or other procedures that are alleged to have been violated.

The written Notice of Intent to Protest the Intent to Award a Contract must be filed with:

Jim Sullivan, Director
Department of Child Support Services
John P. Hayes Center
901 North 9th Street, Room 101
Milwaukee, WI 53233

and received in his office no later than five (5) working days after the “Notice of Intent to Award” is issued.

4. MANDATORY REQUEST FOR PROPOSAL REQUIREMENTS

These Requirements are for submitting a proposal to the County. The County reserves the right to add terms and conditions to the Contract as necessary.

This section contains Mandatory Requirements that the successful Proposer(s) are required to provide or agree to at NO extra charge. Proposers who cannot, or will not, meet all of these requirements will be disqualified on the grounds of noncompliance.

ACCEPTANCE-REJECTION

Milwaukee County reserves the right to accept or reject any or all Proposals, to waive any technicality in any Proposal submitted, as deemed to be in the best interests of Milwaukee County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signing this bid/proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

DEVIATIONS AND EXCEPTIONS

Submission of a proposal by Proposer shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise in the attached “Acknowledgment and Statement of Exceptions”.

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Proposer's letterhead, signed, and attached to the request (see following sample). In the absence of such statement, the bid/Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/Proposers shall be held liable.

SECTION 4 – MANDATORY REQUIREMENTS

Re: Milwaukee County

I am an officer and/or have the authority to bind our company to any and all contractual agreements with the contract holder.

I have reviewed our response to the bid/proposal specifications and certify that it is an accurate representation of our organization, capabilities, and proposed services, **and is in agreement with the RFP requirements except as stated or referenced below** (or on the attached page).

Company Name

Signature

Date

Title

DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to award of any contract, a potential Contractor shall certify in writing to the procuring Agency that no relationship exists between the potential Contractor and the procuring or contracting Agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to a County contract. The Department of Administrative Services may waive this provision, in writing, if those activities of the potential Contractor will not be adverse to the interests of the County.

HOLD HARMLESS

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by the Agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by the Agreement.

PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a request, must be clearly stated in the bid/Proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Milwaukee County.

Any material submitted by the Proposer in response to this request that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wisconsin Statutes, or material which can be kept confidential under the Wisconsin public records law, must be identified on a "Designation of Confidential and Proprietary Information" notification itemized on Proposer's letterhead, signed, and attached to the Proposal. Bid/Proposal prices cannot be held confidential.

SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to Milwaukee County shall comply fully with all safety requirements as set forth by Milwaukee County, State of Wisconsin Administrative Code and all applicable OSHA Standards.

Other Proposal Assumptions And Requirements

All vendors are expected to meet the following requirements to be considered a viable candidate.

1. Assume a January 1, 2017 effective date.
2. Complete legal and regulatory compliance.

SECTION 4 – MANDATORY REQUIREMENTS

3. Ensure financial and organizational stability.
4. A multiple year fee and rate guarantee (no less than three years).
5. Provide draft copies of all contracts and agreements that will govern this arrangement.
6. Confirmation that the successful proposer shall hold harmless Milwaukee County with the assumption of liability, maintained by the vendor for the negligence of the vendor, its subcontractors and agents in performing their duties as related to the plan (form included in the Forms Section).
7. The successful proposer shall comply with insurance requirements as listed below and submit certification of same, with Milwaukee County Department of Administrative Services named as the “Certificate Holder.”

INSURANCE

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers’ Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Workers’ Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner’s Liability (**which includes board, staff, and volunteers**), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency/Contractor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee’s vehicle in the same amount as required of the Contractor.

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

SECTION 4 – MANDATORY REQUIREMENTS

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u>	Statutory or Proof of all States Coverage
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 - Per Occurrence
Incl. Personal Injury, Fire, Legal	
Contractual & Products/Completed	\$1,000,000 - General Aggregate
Operations)	
<u>Automobile Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - Owned, Non-Owned	
and/or Hired	
Uninsured Motorists	Per Wisconsin Requirements
<u>Professional Liability</u>	
Licensed Professionals	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate, or Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

The Milwaukee County Department of Administrative Services (DAS), as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County DAS must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A waiver of subrogation in favor of Milwaukee County shall be afforded on the workers' compensation coverage. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement.

Exceptions of compliance with "additional insured" endorsement are:

1. Transport companies insured through the State "Assigned Risk Business" (ARB).
2. Professional Liability where additional insured are not allowed.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with Milwaukee County DAS named as the "Certificate Holder") shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is

SECTION 4 – MANDATORY REQUIREMENTS

the Contractor's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this agreement and for six (6) years following the completion of this agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the Contractor.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the Contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

8. In compliance with Milwaukee County Ordinance 56.17 regarding non-discrimination, equal employment opportunity and affirmative action program provisions, please complete and submit the Year 2017 Equal Employment Opportunity Certificate for Milwaukee County Contracts" and the Year 2017 Equal Opportunity Policy forms that are included in Section 6, Forms.

Program or Proposal Requirements

A. Geographic Area

Upon referral from CSS, the Family Court Commissioner's office or one of Milwaukee County's family court judges in IV-D cases, the Vendor shall provide services described herein for unemployed or underemployed participants who are not the primary custodians of their children in Milwaukee County child support cases.

B. Location

Upon referral from CSS, the Family Court Commissioner's office or one of Milwaukee County's family court judges in IV-D cases, the Vendor shall provide services described herein immediately after the court hearing/referral preferably at the Milwaukee County Courthouse, or at another location within 48 hours of said referral. **Vendor shall arrange for/provide backup staff for Children First office if primary person is unavailable.**

C. Services to be Provided

Work experience, job training, job search assistance, job placement, job orientation and retention activities consistent with the provisions of Wis. Stats. §§ 49.36 and 767.55, in order to promote the self-sufficiency and responsible parenting of the participants referred to the program. The goal of the program is to improve the ability of its participants to pay court ordered support. Participants successfully complete the program when they make timely payments in full for three consecutive months or they participate in specific dedicated programming for sixteen weeks. Participation requirements include:

1. A participant may not be required to participate for more than 32 hours per week.
2. A participant may not be required to participate for more than 16 weeks during each 12-month period.
3. If the participant is employed, he/she may not be required to participate for more than 80% of the difference between 40 hours and the number of hours actually worked during the week.
4. A participant may be co-enrolled in other work programs if they meet the other program's specific eligibility requirements. If a participant is required by a government agency to participate in another work or training program, the participant may not be required to participate in the Children First program in a week for more than 32 hours minus the number of hours he/she is required to participate in the other program.
5. If the participant misses hours (or days) of assigned activity during the 16

SECTION 5 – PROGRAM REQUIREMENTS

week period, the missed time may be added to the 16 week period until the total obligation is satisfied.

6. The 16 weeks of required participation in the program do not necessarily have to be consecutive; if participation is interrupted, the vendor may allow re-entry into the program.
7. The participant must satisfy all requirements related to substance abuse screening, testing, and treatment under Wis. Stats. §§ 49.162 that apply to that individual.

D. Volume

The estimated number of individuals who will be referred for Children First services annually is approximately 951. However, CSS cannot and does not guarantee that any specific number of referrals will be made each year.

E. Service Documentation

The Vendor agrees to keep CSS informed as to the status of all referrals, including whether an individual complies with requirements of the program at each step of the program. If necessary, the Vendor agrees to provide affidavits for court as to participants' cooperation and/or non-cooperation. The Vendor also agrees to produce narrative and statistical data at times prescribed by CSS.

F. Promotion

The vendor shall promote the Children First Program to individuals and organizations. This promotion may extend to community-based events outside of regular business hours.

G. Confidentiality

The Vendor must agree to protect the confidentiality of any information obtained in the course of providing services under this agreement. Such information shall only be used to the extent necessary to assist in the valid administrative needs of the child support program, and shall not be disclosed without prior written approval of CSS or as required by law or regulation.

H. Drug Testing and Treatment

Consistent with Wis. Stats. §§ 49.162(2) Vendors shall develop Standard Operating Procedures for all drug testing and treatment requirements outlined in this section.

A. Notice of Substance Abuse Screening, Testing, and Treatment Requirements

Vendor shall provide information in a format approved by DCF to any person who is court ordered into the Children First Program to explain the requirement to undergo screening, testing, and treatment for abuse of controlled substances.

B. Substance Abuse Screening

Vendor shall administer a substance abuse questionnaire that is approved by DCF for each person court ordered to participate in the Children First program. The participant is eligible to participate without regard to the score.

C. Substance Abuse Testing

For individuals who fail the drug test screen, Vendor shall refer appropriate individuals to a substance abuse testing vendor approved by DCF to complete a substance abuse test.

D. Substance Abuse Treatment

1. Vendor shall provide to individuals subject to substance abuse treatment, information on approved treatment programs and provider-specific assessment and enrollment activities for treatment entry.
2. Vendor shall monitor an individual's progress in entering and completing treatment.
3. Vendor shall schedule random substance abuse testing for individuals in substance abuse treatment and monitor the results.
4. Vendor shall refer individuals who successfully complete substance abuse treatment for a final substance abuse test at the conclusion of treatment and monitor the results.

E. Reporting

Vendor shall develop a mechanism for tracking results for phases B – D and report information weekly, including: number of applicants, number of applicants screened, number of individuals referred for testing, and number of individuals referred for treatment.

FORMS

**YEAR 2017 INDEMNITY, DATA & INFORMATION
SYSTEMS COMPLIANCE, HIPAA**

Indemnity/Insurance

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

Provision for Data and Information Systems Compliance

Contractor shall utilize computer applications in compliance with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. All Contractors shall have Internet access, an email address, and shall utilize Microsoft Excel 2010 or newer, or shall use applications which are exportable/convertible to Excel.

Health Insurance Portability and Accountability Act

The contractor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the contractor provides or purchases with funds provided under this contract.

Authorized signature: _____ Date: _____

Printed Name: _____

Proposer: _____

**YEAR 2017 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR
MILWAUKEE COUNTY CONTRACTS
TO BE COMPLETED AND SIGNED BY ALL APPLICANTS**

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify),(Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Amos Owens, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

If a current plan has been filed, indicate where filed _____ and the year covered _____.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

SECTION 6– FORMS

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this ____ day of _____, 20 ____ by: Firm Name.

By _____ Address _____
(Signature)

Title _____ City/State/Zip _____

SECTION 6- FORMS

YEAR 2017 EQUAL OPPORTUNITY POLICY

_____ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. _____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. _____. Ms./Mr. _____ may be reached during weekdays at _____.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer)

(Title)

(Date)

This Policy Statement shall be posted in a conspicuous location.

YEAR 2017 AGENCY DESCRIPTION AND ASSURANCES

Please check all the statements below that describe your business entity:

- | | | |
|--------------------------------------|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership/Joint Venture | <input type="checkbox"/> Service Corporation (SC) |
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Single Member LLC | <input type="checkbox"/> Individual Credentialed Provider |

The Vendor has on file and agrees to make the following documents available for review upon request by Milwaukee County DAS.

_____ Articles of Incorporation (*applicable for Corporations only*)

_____ Operating Agreement (*applicable for LLC only*)

_____ Bylaws (*applicable for Corporations only*)

_____ Personnel Policies

_____ A client grievance procedure informing clients of their rights and identifying the process clients may use to enforce those rights. The procedure is in compliance with Wisconsin Statute §51.61 and Wisconsin Administrative Code HFS 94.

_____ Accounting Policies and Procedure Manual in compliance with the General Accepted Accounting Principles (GAAP) .

_____ A ‘whistleblower’ policy and procedure that enables individuals to come forward with credible information on illegal practices or violations of organizational policies. This policy must specify that the organization will not retaliate against individuals who make such reports.

_____ A conflict of interest policy and procedure to ensure all conflicts of interest, or appearance thereof, within the organization and the Board of Directors (if applicable) are avoided or appropriately managed through disclosure, recusal, or other means. At a minimum, the policy should require full written disclosure of all potential conflicts of interest within the organization.

_____ A code of ethics policy, which outlines the practices and behaviors expected from trustees, staff, and volunteers. The code of ethics policy shall be adopted by the board and shall be disseminated to all affected groups as part of orientation and updated annually.

Vendor agrees that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times all data and records relating to the contract for a period of up to four (4) years after completion of the contract.

Authorized Signature: _____ Date: _____

Printed Name: _____

SECTION 6– FORMS

Agency: _____

YEAR 2017 ORGANIZATION OWNERS/STOCKHOLDERS/OFFICERS

Please list each of the organization's owners/stockholders/officers/LLC managers, and indicate the office title, the percentage of ownership interest, amount of prior year's distributions or dividends, and the total amount of compensation from the agency during the prior year. **Please note that only those stockholders holding twenty percent or greater interest must be listed.**

Name	Stockholder/Owner/ Officer/LLC Manager Status	Office Title	% Owner- ship	Amount of Distributions/ Dividends (\$)	Total Compen- sation (\$)
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				

Authorized Signature: _____ Date: _____

Printed Name: _____

Agency: _____

SECTION 6– FORMS

YEAR 2017 BOARD OF DIRECTORS OWNERSHIP, INDEPENDENCE, AND GOVERNANCE (Applicable to Nonprofit Corporations Only)

Please list the current board members and indicate the office title, term, whether the board member receives any compensation from the agency, and whether the board member can be considered independent. “Independent” board members include individuals (1) who are not compensated by the organization as an employee or independent contractor; (2) whose compensation is not determined by individuals who are compensated by the organization; (3) who do not receive, directly or indirectly, material financial benefits from the organization except as a member of the charitable class served by the organization; and (4) who are not related to (as a spouse, sibling, parent or child), or do not reside with, any individual described above.

If a resume is submitted, the resume should describe the board members’ education and experience in financial literacy, as applicable.

Board Member Name	Office Title	Term/Yrs Remaining	Compensated? (Yes/No)	Independent? (Yes/No)	Resume Attached (Yes/No)

Are positions of President/Chief Executive Officer, Board Chair, and Treasurer held by separate individuals?

- ☐ Yes
☐ No

If organization is a **nonprofit** corporation with fewer than five board members, explain the rationale for the number of board members, and indicate what, if any, compensatory controls are in place to mitigate self-dealing and other potential abuses by the Board.

YEAR 2017 DISCLOSURE

Milwaukee County Employee

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2014, 2015, 2016 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2014 Wages	2015 Wages	2016 Wages

Related Party Relationships

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, owner, officer, or member of the immediate family of any board member, stockholder, owner or officer, holds interest in firms from which materials or services are purchased by the agency, its subsidiaries, or affiliates. "Immediate family" means an individual's spouse or an individual's relative by marriage, lineal descent, or adoption who receives, directly or indirectly, more than one-half of his/her support directly from the individual or from whom the individual receives, directly or indirectly, more than one-half of his/her support.

Name	Relationship	% or Estimated Income

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, officer, owner, employee or member of any of the aforementioned immediate family serve on the Board of Directors of subsidiaries and/or affiliates of the agency or any other firm from which materials or services are purchased by the agency.

Name	Relationship	% or Estimated Income

___ **No employment relationship with Milwaukee County employees and no related party relationship, as defined above, exists.**

___ The agency does not rent from or contract with any person who has ownership or employment interest in the agency; serves on the Board of Directors; or is a member of the immediate family of an owner, officer, employee, or board member. **If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.**

Authorized Signature: _____ Date: _____

Printed Name: _____

Agency: _____

YEAR 2017 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES

Interest in Contract

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

Interest of Other Public Officials

No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

Prohibited Practices

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, "No person may offer to give any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

Said chapter further states, "No person(s) with a person financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

Where Agency intends to meet its obligations under this or any part of this Request For Proposal through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this Request For Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____

Agency: _____

APPENDICES

Sample 2016 CHILDREN FIRST PROGRAM PLAN

Eligible Contractor

Milwaukee County Department of Child Support Services
Courthouse Room 101
901 North Ninth Street
Milwaukee, Wisconsin 53233

Contact Person: Jim Sullivan
Contact Phone: 414-278-4307
Contact Email: james.sullivan@milwaukeecountywi.gov

Subcontractor for Children First Case Management Services:

Calendar year 2016 collaborative partner agencies are:

Center for Veterans Issues
315 W. Court Street
Milwaukee, WI 53212
Contact Person: Sedoria Outlaw
Contact Phone: 414-345-4251
Contact Email: sedoria.outlaw@cvivet.org

UMOS, Inc.
2701 S. Chase Ave
Milwaukee, WI 53207
Contact Person: Tina Koehn
Contact Phone: 414-483-5209
Contact Email: tina.koehn@umos.org

My Father's House
7120 W. Good Hope Rd
Milwaukee, WI 53223
Contact Person: Al Holmes
Contact Phone: 414-353-9015
Contact Email: alholmes.mfhi@ymail.com

New contracts will be negotiated in November and December for each Milwaukee region. Children First contracts will be signed approximately sixty (60) days after execution of DCF Wisconsin Works contracts.

Proposed Service Area

Milwaukee County will accept a request from another jurisdiction if the non-custodial parent has a court order in Milwaukee County.

Proposed Annual Funding Level

Requested Children First Funding for 2017 - \$380,400

Background and Philosophy of the Organization

The Children First program is created through Wisconsin Statute 49.36 as a work experience program for unemployed or underemployed non-custodial parents (NCPs) who are not meeting their full child support obligations. The Department of Children and Families (DCF) contracts with Milwaukee County Department of Child Support (CSS) to provide the Children First program. DCF manages Data Sharing agreements for KIDS and CARES. Milwaukee County Child Support Services will ensure there is a Data Sharing agreement in effect before sharing data with contract agencies. To ensure that services are easily accessible, CSS subcontracts on a calendar year basis with local agencies to provide case management, parenting skills and work experience services to NCPs within their neighborhood community. Main program components are designed to promote NCP's abilities to support their children both financially and emotionally. Wisconsin Statutes 49.36 and 767.55 define NCP eligibility criteria.

CSS anticipates registering 951 NCP's into the Children First program during calendar year 2016. An NCP will be eligible for the program if they are ordered to participate in the program or if they stipulate into the program to avoid contempt proceedings. The stipulation must be approved and signed by the court formalizing the order. In addition, the NCP must meet all of the following criteria:

- Able to work full time.
- Works, on average, less than 32 hours per week and is not participating in an employment or training program.
- Actual weekly gross income averages less than 40 times the federal minimum wage or is earning less than their ability to earn, as determined by the court.
- Lives in a county that operates a Children First program under s. 49.36. NCP's who live in a county other than the one that issued the order to participate in a Children First program under s. 49.36, may participate in the program in their county of residence if that county operates a program and agrees to enroll them.
- Milwaukee County will accept a request from another jurisdiction if NCP has a court order in Milwaukee County.
- Are eligible to participate in Children First program services only through a court order or stipulation when child support is ordered in any of the following situations: foster care, juvenile corrections, criminal non-support of children, maintenance or family support payments, annulments, divorce, visitation or custody actions, paternity judgments or contempt of court proceedings.

Proposed Children First Activities and Anticipated Outcomes

The child support agency is responsible for identifying individuals that meet program eligibility requirements and insuring that NCPs referred to the program have appropriate court orders including appropriate findings as outlined in Wisconsin Statute 767.55. Upon issuance of an order, the NCP is directed to a Children First representative for program registration (client registration). A "Children First Registration Form" will be completed, signed by the NCP and sent to the agency providing the Children First services.

Upon receipt of the Registration Form, the agency providing the Children First services must enroll the NCP by entering the participant demographic information and Children First enrollment information into CARES.

After Client registration is completed in CARES, the participant will be referred to the Work Programs system. Enrollment in the Work Program subsystem must be completed for the participant to be considered enrolled into Children First and able to proceed with:

- An orientation providing a description of the Children First Program and the activities that are offered.
- Completion of the participant "Rights and Responsibilities" form.
- A needs assessment regarding barriers to employment.
- An Employability Plan with assigned activities and hours of participation
- Additional resource referrals
- Eligibility determination for additional collaborative services

Participants may be involved in activities up to 32 hours per week. Services will include case management, assisting the NCP in finding and maintaining employment, skills training, and parenting improvement services to promote self-sufficiency and responsible parenting. Data

entry using appropriate codes for each service or activity in a participant's plan will be entered into CARES within 5 business days of the service or activity. Case comments recording case action or program-related information for individuals will be entered into CARES within 24 hours of the action or contact with an individual. The Vendor will make entries into CARES using work program activity codes as defined in BHCE/BWP Operations. Penalties for failure to enter required data into CARES within the mandatory timeframe will be negotiated into agency contracts for 2017.

In order to successfully complete the Children First Program the NCP must make timely payment in full of the court ordered support for three consecutive months or complete sixteen weeks participation in employment and training activities.

If an NCP fails to make an appointment at an agency, a letter is sent to schedule a second appointment date. Upon no response or no show for the second appointment, the NCP is sent a third and final letter. Agencies may contact the individual by telephone to encourage compliance.

Approximately two weeks before the compliance court date, an onsite CSS agency representative will advise the case manager that the compliance summary is due for court review. The compliance summary is prepared by the Vendor and submitted to CSS. CSS facilitates filing the summary with the court.

The compliance court date is determined on the date of the order. At the compliance court date, the CSS attorney presents the compliance summary, including pay history, to the commissioner.

The commissioner may find the NCP has met the terms of the order and program requirements and release the NCP from the program. However, if the NCP has not met program requirements, the court may re-refer the NCP to the agency or refer the NCP to the Judge for contempt finding.

Upon finding of successful completion or a finding of contempt, the agency will disenroll the NCP from Children First participation.

Fact Finding Process

If an NCP is found to be in non-compliance the agency will mail the NCP a Notice of Non-Compliance with a copy sent to CSS. The notice will include information on the right to an Administrative Review hearing. The Administrative Review will be conducted by the agency or CSS.

If the Administrative Review decision is negative, the NCP will be informed that he may request a departmental review (fair hearing) by sending a review request form to the Division of Hearings and Appeals, P.O. Box 7875, Madison, WI 53707-7875.

SECTION 7– APPENDICES

If the NCP does not respond or participate in the Fact-Finding process, or comply with program requirements, CSS will be notified of the non-compliance in the form of an Affidavit.

Authorized Contractor Signature:

Jim Sullivan, Director
Milwaukee County Department
Of Child Support Services

Date

